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**INTEL CORPORATION PURCHASE AGREEMENT
CAPITAL EQUIPMENT, GOODS AND SERVICES**

**Agreement Number: CW1916674
Effective Date: April 30, 2012
NDA #: 19156**

BUYER:

Intel Corporation (and all Intel Affiliates and Subsidiaries, hereinafter “Buyer” or “Intel”).
5000 West Chandler Blvd.
Chandler, AZ 85226

SELLER:

Delta Design (hereinafter “Seller”).
12367 Crosthwaite Circle
Poway, CA 92064-6817

Addenda attached hereto and incorporated herein by reference (Mark “X” where applicable):

- General Terms and Conditions of Purchase Agreement - Capital Equipment, Goods and Services
- A** Equipment Specific Terms, Conditions, and Pricing
- B** Additional Equipment Terms and Conditions
- C** Additional Spare Parts Terms and Conditions
- D** Additional Services Terms and Conditions
- E** Training Documentation and Pricing
- F** Spare Parts Consigned Inventory Program
- G** Third Party Technology Escrow
- H** Treatment of ESAs

During the term of this Agreement and any extension thereto, Buyer may purchase and Seller shall accept all Releases for Items and Services in accordance with the prices and the terms and conditions contained in this Agreement. Any and all Releases, as may be issued by the Buyer, shall reference this Agreement and be governed solely by the terms and conditions of this Agreement notwithstanding any preprinted terms and conditions on Seller’s acknowledgment or Buyer’s Release. Any additional or different terms as may be contained in Seller’s documents are hereby deemed to be material alterations, and Buyer hereby gives notice of objection to and rejection of such material alterations. When Buyer is a subsidiary or affiliate of Intel, the obligations of the parties run between such subsidiary and affiliate and the Supplier, and not between Intel Corporation and the Supplier.

INTEL CORPORATION

SELLER

Signed: /s/ Cory Hooks
By: Cory Hooks
Title: Account Manager
Date: April 30, 2012

Signed: /s/ Kent Blumenshine
By: Kent Blumenshine
Title: Director–Strategic Accounts
Date: April 30, 2012

TABLE OF CONTENTS

1. Definitions	3
2. Term of Agreement	4
3. Pricing	4
4. Invoicing and Payment	5
5. Termination for Convenience	5
6. Contingencies	6
7. Delivery, Releases, and Scheduling	6
8. Acceptance and Warranties	7
9. Purchase Specifications, Identifications and Errata	8
10. Packing and Shipment	8
11. Ownership and Bailment Responsibilities	8
12. Confidentiality and Publicity	8
13. Intellectual Property Indemnity	9
14. Supply Line Protection	10
15. Hazardous Materials	10
16. Customs Clearance	10
17. Compliance with Laws and Rules	10
18. Insurance	12
19. General Indemnification	12
20. Retention and Audits	12
21. Independent Contractor	12
22. Security	12
23. Drug Testing	13
24. New Developments	13
25. Software and Documentation License	13
26. Merger, Modification, Waiver, Remedies and Severability	14
27. Assignment	14
28. Choice of Law and Forum	14
29. Headings	15
30. Specific Performance	15
31. Notice	15
32. Privacy	15
33. Electronic Transactions	15
34. Use of Web Sites	15
35. Supply Line Capability	16
36. Sole Compensation	16
37. Survival	16
38. Order of Precedence	16
39. Limitation of Liability	16

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GENERAL TERMS AND CONDITIONS OF PURCHASE AGREEMENT –
CAPITAL EQUIPMENT GOODS AND SERVICES

1. DEFINITIONS

- A. “Consumable” means a Spare Part whose life expectancy and mode of failure is known or predictable during the normal operation of the Equipment and that should meet the normal attributes of schedulable and predictable demand and life expectancy of less than ***.
- B. “Custom Items” mean those Items manufactured by Seller for sale exclusively to Buyer for which a minimum of *** of Seller’s cost pertaining to the Items is directly attributable to the customization for Buyer as set forth in the Purchase Spec.
- C. “Consignment” means any spare part owned by the Seller which Buyer chooses to hold on-site, or Seller holds off-site, at Buyer’s discretion, to help Seller meet the Equipment availability requirements or productivity as defined in the Purchase Spec.
- D. “Component” means any library, tool, class, etc. to support calibration, diagnostics, configuration, classes, development programming syntax, pattern management, STL, SECS/GEM libraries, etc.
- E. “Documentation” means any and all user documentation and training materials necessary to instruct Buyer in the proper installation, use and operation of the Software and Items.
- F. “Equipment” means whole systems, or subsystems, that produce the required output per the applicable configuration and system performance specifications set forth in the Purchase Spec for each model or as agreed in writing by the parties.
- G. “Facilitation” means placement and rough hook-up of electrical, gas, and vacuum utilities to the Items.
- H. “Forecast(s)” means the quantity of Items or Services that Buyer reasonably anticipates it may purchase during a specified time.
- I. “Hazardous Materials” mean dangerous goods, chemicals, contaminants, substances, pollutants or any other materials that are defined as hazardous by any applicable law, regulations and standards.
- J. “Items” means either singly or collectively, as the context indicates: Equipment; Equipment components; Equipment conversion kits, , software; hardware; Spare Parts; upgrades, retrofits, modifications, and enhancements to any of the foregoing purchased separately; or other goods which Seller is to sell to Buyer as set forth in this Agreement.
- K. “Lead-time” means the agreed number of calendar weeks or days from the date a Release is issued for an Item to the date the Item is to be shipped by the Seller, or the agreed number of calendar weeks or days from the date a Release is issued for an Item to the date the Item is to be received by Buyer.
- L. “Non-Consumable” means a Spare parts that is not replaced routinely and has an unpredictable life expectancy and that is typically replaced or repaired due to failures or deteriorating performance (quality and output).
- M. “OTD” or “On-Time Delivery” means a percentage computed for each Buyer site for each (Buyer work week calendar) month equal to: the number of Releases for Items received by such site which are (i) complete and (ii) delivered to the FCA point by the date specified, divided by the total number of Releases received by such site.
- N. “Purchase Spec” means the agreed purchase specifications for each model or model variation of Items purchased or to be purchased pursuant to this Agreement as set forth in Addendum A.
- O. “Release” means Buyer’s purchase order or change order to ship a definite quantity of Items or to provide Services to a specified schedule.
- P. “Services” means the work to be performed by Seller including, but not limited to: development, installation, process qualification, maintenance, warranty repair, service call, continuous improvement, Equipment upgrades/modification, and extended service contracts as set forth in Addendum D, the Purchase Spec and/or any Buyer factory specific Scope Of Work (“Scope of Work” or “SOW”).
- Q. “Software” means any Component and/or firmware provided, with embedded in or that is necessary, required or normally provided by the Seller for the use and/or operation of Items, in object and/or Source Code form.

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- R. “Spare Part(s)” mean Consumable and/or Non-Consumable Items that are used as a means to maintain, sustain, or otherwise enable Equipment to meet or exceed its performance, availability and production requirements.
- S. “Statistical Delivery Date” means the date for the calculation of the delivery time. Calculation of the delivery time is an element in the determination of a Seller’s adherence to delivery dates (that is, the Seller’s delivery timeliness, or on-time delivery performance).
- T. “CE!” means after designing and proving that a process works once, it is expanded and proliferated by copying equipment, environments, procedures, processes, materials, as closely as possible. Then verify that inputs and outputs are all matched to the original prototype.

2. TERM OF AGREEMENT

- A. This Agreement shall be effective for five (5) years from the Effective Date.
- B. At Buyer’s option, Items for which a Release has been issued prior to the expiration of this Agreement may be scheduled for delivery up to *** following such expiration or for such longer period as may be required to complete delivery.

3. PRICING

- A. Prices for Items, Training and Services set forth herein shall remain fixed or decline for the duration of this Agreement unless agreed otherwise in writing by the parties.
- B. Seller warrants to Buyer that the prices set forth in this Agreement reflect the Seller’s lowest price charged any customer. If Seller sells any Item or equivalent service to any other customer at a price less than the price set forth in this Agreement or any addendum, Seller shall notify Buyer and adjust its price to the lower price for all future and unpaid invoices for such Item or Service and rebate to Buyer an amount equal to the difference in the price paid by Buyer and the lower price for any invoices already paid by Buyer for such Item or Service. The above adjustments and rebates shall be calculated from the date the Seller first sells the Item or Service at the lower price.
- C. Buyer reserves the right to have Seller’s records inspected and audited to ensure compliance with this Agreement. If discrepancies are found during the audit and price adjustments are required to be paid by the Seller to the Buyer, Seller shall reimburse Buyer for all costs associated with the audit, along with a single payment covering the price adjustments within thirty (30) days after the completion of the audit. The results of such audit shall be kept confidential by the auditor and, if conducted by a third party, only Seller’s failures to abide by the obligations of this Agreement shall be reported to Buyer.
- D. Unless expressly provided otherwise herein, the prices for Items, Training and Services shall include all applicable taxes, including but not limited to sales/use taxes, transaction privilege taxes, gross receipts taxes, and other charges such as duties, customs, tariffs, imposts, and government imposed each of which shall be stated separately on Seller’s invoice. Seller shall have sole responsibility for the payment of all such charges without reimbursement by Buyer. Seller shall remit all such charges to the appropriate tax authority unless Buyer provides sufficient proof of tax exemption. In the event that Buyer is prohibited by law from making payments to the Seller unless Buyer deducts or withholds taxes there from and remits such taxes to the local taxing jurisdiction, then Buyer shall duly withhold such taxes and shall pay to the Seller the remaining net amount after the taxes have been withheld. Buyer shall not reimburse Seller for the amount of such taxes withheld. When property is delivered and/or services are provided or the benefit of services occurs within jurisdictions in which Seller collection and remittance of taxes is required by law, Seller shall have sole responsibility for payment of said taxes to the appropriate tax authorities. In the event Seller does not collect tax from Buyer, and is subsequently audited by any tax authority, liability of Buyer will be limited to the tax assessment, with no reimbursement for penalty or interest charges. Each party is responsible for its own respective income taxes or taxes based upon gross revenues, including but not limited to business and occupation taxes.
- E. Additional costs, except those provided for herein or specified in a Release, will not be reimbursed without Buyer’s prior written approval.
- F. All prices are in U.S. dollars.
- G. Seller shall provide annual and quarterly audited financial statements and independent auditors’ opinion to Buyer in accordance with securities regulations or within three (3) months of the period closing date if Seller is a private company. If applicable, these statements must include details on the semiconductor equipment division/subsidiary, and a signed management letter, which states that the financial statements are in conformity with generally, accepted accounting principles.

4. INVOICING AND PAYMENT

- A. Invoices shall be submitted by Seller in accordance with guidelines specified at supplier.intel.com. Seller will invoice Buyer no later than *** days after completion of the Services or the delivery of the item(s) to the Supplier Tender Point. Buyer is not obligated to make payment against any invoices submitted after such period.
- B. Payment is deemed to be made when Buyer's check is mailed or EDI (Electronic Data Interface) funds transfer is initiated. Payment due dates and prompt payment discounts will be computer from the later of the date of delivery or the date that a property completed original invoice is received by Buyer. Payment of an invoice shall neither constitute acceptance of the Item or Service. Seller shall be fully responsible for, indemnify, and hold Buyer harmless from any liability related to payments to Seller's vendors or subcontractors.
- C. Payment Schedule on Equipment and Items shall be as follows:
 - I. Payment on all first-of-kind Items shall be *** net *** days from the later of (i) the Statistical Delivery date, (ii) confirmation of delivery to the Supplier Tender Point, or Buyer's receipt of invoice. The remaining *** shall be paid net *** days from Final Acceptance, except as in part below.
 - II. Payment on all other Items and Services shall be *** net *** days from the later of (i) the Statistical Delivery Date, (ii) confirmation of delivery to the Supplier Tender Point (or performance of Service), or (iii) Buyer's receipt of invoice, *except as in section III below*. If, upon the Statistical Delivery Date at the Supplier Tender Point, there is no carrier to receive the tool, Supplier must notify Buyer immediately.
 - III. Notwithstanding the forgoing, for any Item or Service provided to an Intel entity in the People's Republic of China, payment terms for all such Items and Services are identical to section II above, except that the payment is "****", instead of "*****".
- D. Payment schedule on all Items and Services other than Equipment provided to an Intel entity other than the People's Republic of China shall remain as defined in the Purchase Agreement.

5. TERMINATION FOR CONVENIENCE

- A. Buyer may terminate this Agreement or any Release placed hereunder, in whole or in part, at any time for its sole convenience by giving written notice of termination to Seller. Upon Seller's receipt of such notice, Seller shall, unless otherwise specified in such notice, immediately stop all work hereunder, give prompt written notice to and cause all of its vendors or subcontractors to cease all related work and, at the request of Buyer, return any materials provided to Seller by Buyer.
- B. There shall be no charges for termination of Releases for standard Items or for Services not yet provided. Buyer will be responsible for payment of authorized Services and Items already provided by Seller but not yet invoiced. Paragraphs C through E of this Section 5 shall govern Buyer's payment obligation for Custom Items. Notwithstanding anything to the contrary, Seller shall not be compensated in any way for any work done after receipt of Buyer's notice, nor for any costs incurred by Seller's vendors or subcontractors after Seller receives the notice, nor for any costs Seller could reasonably have avoided, nor for any indirect overhead and administrative charges or profit of Seller.
- C. Any claim for termination charges for Custom Items must be submitted to Buyer in writing within *** days after receipt of Buyer's termination notice along with a summary of all mitigation efforts.
- D. Custom items including Device kits and device kit spares that are complete or in substantial work are subject to a 100% cancellation fee regardless of lead-time. Seller shall, wherever possible, place such custom work in process in its inventory and sell it to other customers. For Standard items, Claim shall be limited to the percent of lead-time reference in Addendum A per schedule below.
 - *** cancellation fee *** of the lead-time remains prior to scheduled delivery date in the release of Equipment.
 - *** cancellation fee *** and *** of the lead-time remains prior to scheduled delivery date in the release of the Equipment.
 - *** cancellation fee *** of the lead-time remains prior to the scheduled delivery date in the release of the Equipment.

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